



# NEBRASKA DEPARTMENT OF EDUCATION

**Roger D. Breed, Ed.D., Commissioner**  
**Scott Swisher, Ed.D., Deputy Commissioner**

301 Centennial Mall South ■ P.O. Box 94987 ■ Lincoln, Nebraska 68509-4987  
Telephone: 402-471-2295 (Voice/TDD) ■ Fax: 402-471-0117  
<http://www.nde.state.ne.us/>

February 10, 2009

Upon performance by the contractor, this document serves as a contractual agreement between the Nebraska Department of Education and the Contractor named below:

**CONTRACTOR'S LEGAL NAME, ADDRESS, AND SOCIAL SECURITY NUMBER/FEDERAL TAX IDENTIFICATION NUMBER:**

AB# :

**THE CONTRACTOR AGREES TO:** *(what, when, where, how, and any restrictions)*

- Provide \_\_\_\_\_ Schools substitute teachers to teach classes in the absence of their regularly employed teachers who were attending the NDE sponsored Nebraska Council on Teacher Education (NCTE) meetings held on March 12, 2010 at the Country Inn and Suites in Lincoln.
- Contractor will provide the Nebraska Department of Education a listing of substitute teachers obtained and teacher for which they substituted, along with the total paid to each substitute.
- Submit substitute list to: Sharon Katt, Administrator, Adult Program Services, Nebraska Department of Education, P.O. Box 94987, Lincoln, NE 68509-4987.

**THE DEPARTMENT AGREES TO COMPENSATE THE CONTRACTOR:** *(what, when, how)*

- Reimburse substitute teacher pay, not to exceed \$175.00, as provided to \_\_\_\_\_ Schools that had substitute teachers teach classes in the absence of their regularly employed teachers who were attending NCTE sponsored meetings.
- ☐ If checked, this contract establishes an employer/employee relationship between the Department of Education and the contractor. As such, payment to the contractor will be made through the State of Nebraska Payroll system, which will withhold income tax and FICA deductions. It will also provide the employer's contribution to the contractor's FICA account. The actual payment to the contractor will be the contract amount less withholding for the deductions for income tax and FICA withholding.

**CANCELLATION**

This letter contract may be cancelled by NDE, without any liability or payment required, at any time prior to the date that the contractor's duties are to commence. Once the contractor's duties are to have commenced, either party upon 48 hours advance notice to the other party may cancel this letter contract. Settlement for such cancellation, if any, shall be based upon the effective date/time of the cancellation and the resulting identifiable percentage of effort/time expended in the case of contracts for services, and the extent of completed, usable and conforming deliverables provided to NDE in the case of contracts for deliverables.

**VERIFICATION OF LAWFUL PRESENCE IN THE UNITED STATES**

The Contractor is required and hereby agrees by the contractor's signature below that, as a pre-condition for performance under this contract and for payment for the contract services, contractor will use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 132a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**State Board of Education**

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**Patricia H. Timm**  
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Beatrice, NE 68310

**Fred Meyer**  
District 6  
1580 Highway 281  
St. Paul, NE 68873

**Joe Higgins**  
District 8  
5067 South 107<sup>th</sup> Street  
Omaha, NE 68127

**If the Contractor is an individual or sole proprietorship**, the following applies:

The Contractor, by the contractor's dated signature below, attests that for the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, he/she: **(CHECK ONE) If contractor is not an individual or sole proprietorship, skip to signature and date lines below.**

\_\_\_\_\_ Is a citizen of the United States.

**OR**

\_\_\_\_\_ \*Is a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

### **SIGNATURES**

**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

\*If the Contractor indicates above that he or she is a qualified alien, the Contractor agrees to provide to NDE the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the systematic alien Verification for Entitlements (SAVE) Program. Receipt of this documentation is required for this contract to be effective and no work under this contract is to begin, nor will NDE issue the contractor any payment until the form is completed and provided to NDE.

As a pre-condition of performance and payment under this contract, the Contractor understands and agrees that lawful presence in the United States is required and the Contractor maybe disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

This agreement is valid only when signed and dated by both parties.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
NDE Leadership Council Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**The contractor's primary contact in the Department of Education is:**

**Originating Staff Member:** \_\_\_\_\_ Sharon Katt \_\_\_\_\_

**EE/IC Determination:** \_\_\_\_\_

**LEADERSHIP COUNCIL MEMBER:** \_\_\_\_\_ Sharon Katt \_\_\_\_\_

**Coding for payment:** 13460601.554900